



GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1503-044 FUEL TANK REPAIR AND PAINTING

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DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

***April 23, 2015 @ 2:00PM CST***

***NO LATE BIDS WILL BE ACCEPTED***

**ORIGINAL AND THREE HARD COPIES REQUIRED**  
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**DOCUMENTS
MAY BE DELIVERED OR
MAILED TO:**

CITY OF FRISCO
DANIEL FORD
PURCHASING MANAGER
6101 FRISCO SQUARE BLVD
FRISCO, TX 75034

**Deadline for Submittal of
Questions**

April 16, 2015 4:00pm CST
Send to

Purchasing@friscotexas.gov

Mandatory Pre-Bid Meeting

April 14, 2015 at 2:00pm CST in
the City Hall Conference Room
#C116

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Daniel Ford, CPPO, CPPB
Purchasing Manager
dford@friscotexas.gov
972 292 5545

Jean Stelatella CPIM, CPPB
Senior Buyer
jstelatella@friscotexas.gov
972 292 5541



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1503-044

BIDDER MUST SUBMIT ORIGINAL BID PLUS THREE HARD COPIES TO FACILITATE EVALUATION. IF THREE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for the Repair & Painting of the City's Diesel & Unleaded Gasoline Fuel Tanks.

There is a Question Deadline of 4:00PM CST on April 16, 2015. Questions must be emailed to www.friscotexas.gov.

There is a Mandatory Pre-Bid Meeting at City Hall in Conference Room C116, scheduled on April 14, 2015 at 2pm CST. Vendors are responsible for visiting each site prior to attending the Mandatory Pre-Bid Meeting. Sign in is required. Only vendors who have signed in and attended the Pre-Bid Meeting will be allowed to submit a bid. No exceptions will be allowed.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

BIDS MUST BE RECEIVED ON APRIL 23, 2015 BY 2:00 PM CENTRAL STANDARD TIME (CST) BY THE PURCHASING MANAGER. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NON-RESPONSIVE.

Bids will be publicly opened and read aloud at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on April 23, 2015 at 2:05 PM CST.

Write the competitive sealed bid number, *1503-044*, name of bid, *Fuel Tank Repair and Painting*, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids and become a part of the terms and conditions of any bid submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

2. FORM: Bidders must submit original and three (3) hard copies of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copies may result in the bid being declared non responsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be

withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.

10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at purchasing@friscotexas.gov.
16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the Purchasing Manager within five (5) days of the staff recommendation memo. Unless otherwise

provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. **DELIVERY:** Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder to: accountspayable@friscotexas.gov

CONTRACT

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation

Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.

35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point

shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

42. **NO PROHIBITED INTEREST:** The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
43. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
44. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

45. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et

seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.

46. APPLICABLE LAW: Contractor shall comply with all federal, state and Frisco laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

I. REQUIREMENT OF GENERAL LIABILITY INSURANCE –

- A. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
1. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
 2. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance evidencing the required insurance shall be submitted prior to award of contract. If the contract is renewed or extended by the City a Certificate of Insurance shall also be provided to the City prior to the date the contract is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

Coverage Required		Limits
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
___	3. XCU Coverage	▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.

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- ☐ 4. Professional Liability
- Minimum \$ 1,000,000.00 each claim;
 - Minimum \$ 2,000,000.00 in the aggregate.
-
- ☐ 5. Umbrella Coverage or Excess Liability Coverage
- An amount of \$ 2,000,000.00.
-
- ☒ 6. City named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.
- ☒ 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance.
- ☒ 8. Thirty (30) days' notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- ☒ 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- ☒ 10. The Certificate of Insurance must state the project title and bid number.
1503-044 Fuel Tank Repair and Painting
- ☐ 11. Other Insurance Requirements (State Below):



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C No. Ext.): 972-555-5555 E-MAIL ADDRESS: johnsmith@abcinsurance.com FAX (A/C No.): 972-555-5556																					
INSURED Your Company Name Here Address of Insured Address of Insured	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Insurance Company Name</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Insurance Company Name	12345	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NO.	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	987654	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		123456	03/05/2013	03/05/2014	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input type="checkbox"/> N	123456	03/05/2013	03/05/2014	WC STAT-L-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Frisco 6101 Frisco Square Blvd Frisco, Texas 75034	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship ☐ YES ☐ NO
2. Partnership ☐ YES ☐ NO
3. Corporation ☐ YES ☐ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: _____

Date of certification: _____

AFFIDAVIT OF NO PROHIBITED INTEREST
(Supplemental Information)

THE STATE OF _____ §
THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other: _____.
- _____ None of the Above.

Upon filing this affidavit with the City of Frisco, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2015.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this ____ day of _____, 2015.

Notary Public in and for the State of _____
My commission expires: _____

CIQ Form-To be completed by the Bidder and Submitted with Bid

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 1431, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 5px;"> <div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div> </td> </tr> </table>		OFFICE USE ONLY	<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>
OFFICE USE ONLY				
<div style="border-bottom: 1px solid black; margin-bottom: 5px;">Date Received</div>				
<p>1 Name of person who has a business relationship with local governmental entity.</p> <div style="border-bottom: 1px solid black; height: 20px; margin-top: 5px;"></div>				
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>				
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <div style="text-align: center; margin: 10px 0;"> <div style="border-bottom: 1px solid black; width: 300px; margin: 0 auto;"></div> Name of Officer </div> <p style="font-size: small;">This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <div style="display: flex; justify-content: center; gap: 20px; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <div style="display: flex; justify-content: center; gap: 20px; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <div style="display: flex; justify-content: center; gap: 20px; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>				
<p>4</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature of person doing business with the governmental entity </div> <div style="width: 45%;"> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date </div> </div>				

Adopted 06/29/2007

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL AND THREE (3) HARD COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement	March 20, 2015	
	March 27, 2015	
Mandatory Pre-Bid Meeting	April 14, 2015 @2PM	
Location: City Hall Conf. Rm. #C116		
Deadline for Submitting Questions	April 16, 2015	4:00PM CST
Bids Due	April 23, 2015	2:00PM CST

Questions Concerning this bid are due in writing via e-mail to purchasing@friscotexas.gov before the deadline for submitting questions stated above.

COMPETITIVE SEALED BID NO. 1503-044 FUEL TANK REPAIR AND PAINTING

The City of Frisco is seeking competitive sealed bids from turnkey solution providers that are currently engaged in the fuel tank and fuel system service business to refurbish the city's fuel tanks at the seven City Fire Stations, the 11300 Research Road (Public Works) Fueling Center, and the 6726 Walnut Street (Parks) Fueling Center. All tanks are above ground tanks. All the associated lines and plumbing for the tanks at the Fire Stations and 6726 Walnut Street Fueling Center are above ground. The lines and plumbing for the fuel tanks at the Research Road Fueling Center are above and below the ground. All Fire Station tanks are suction systems. Tanks at the Research Road and Walnut Street Centers are pressure systems.

There is a **Mandatory Pre Bid Meeting at City Hall in Conference Room C116, scheduled on April 14, 2015 at 2PM CST.** Vendors are responsible for visiting each site prior to attending the Mandatory Pre-Bid Meeting. Sign in is required. **Only vendors who have signed in and attended the Pre-Bid Meeting will be allowed to submit a bid. No exceptions will be allowed.**

Contractors must be currently engaged in the fuel tank and fuel system service business in order to be selected for the this project, and must provide at least three references (Municipal or Private Sector) names, addresses, Points of Contact and phone numbers with their bid.

Contractors must provide, with their bid, a written warranty for at least one year for parts and labor.

Contractors must provide, with their bid, a completion date for this project assuming the start date is after the receipt of a purchase order.

The awarded contractor must be able to meet the city's insurance requirements and provide proof of insurance. The city's insurance requirements are provided on page 11-12 of this Competitive Sealed Bid.

This project will require City Council approval. Upon award of this project a purchase order will be issued. The city's payment terms are Net 30 days. Payment will be made after all work is completed, has been inspected and approved by the City's Fleet Manager and the Public Works Stormwater Compliance Inspector. An invoice should be emailed to the City of Frisco's Accounts Payable Department – accountspayable@friscotexas.gov. The purchase order number must be referenced on the invoice. The invoice should be properly broken down through line items that match contract pricing.

Fuel Tank Information

- Fire Station 2 is located at 3711 Ohio Drive (1,000 gallon aggregate diesel tank)
- Fire Station 3 is located at 5449 Warren Parkway (1,000 gallon steel diesel tank)
- Fire Station 4 is located at 4485 Cotton Gin Road (1,000 gallon concrete tank)
- Fire Station 5 is located at 14300 Eldorado Parkway (1,000 gallon concrete tank)
- Fire Station 6 is located 3535 Eldorado Parkway (1,000 gallon concrete tank)
- Fire Station 7 is located at 330 West Stonebrook Parkway (1,000 gallon concrete tank)
- 11300 Research Road Fueling Center is located on the Public Works Campus, 11300 Research Road (two concrete tanks - one 10,000 gallon unleaded gasoline & one 8,000 gallon diesel)
- 6726 Walnut Street Fueling Center is located adjacent to the Parks Department, 6726 Walnut Street. (Split aggregate tank – 7,000 gallons of unleaded gasoline & 3,000 gallons of diesel. The 3,000 gallon diesel tank is currently shutdown)

The vendor is responsible for supplying all supplies required for this project. Pricing should include the cost of all required supplies.

All fuel tanks will be painted white.

Replace all markings and placards on all fuel tanks.

All tanks requiring the Morrison Brothers mechanical clock gauges with battery operated overfill alarms will be retrofitted with model number 918.

Refurbishment Requirements for each Fuel Tank:

Fire Station 2 – Ground the tank, install an emergency shut off switch, install a Morrison Brothers #918 mechanical clock gauge with battery operated overfill alarm, seal the tank top penetrations, and power wash. There are no apparent cracks in the tank exterior. However, if any cracks are found in the aggregate exterior they will need to be repaired.

Fire Station 3 – Ground the tank, install an emergency shut off switch, install a Morrison Brothers #918 mechanical clock gauge with battery operated overfill alarm, seal the tank top penetrations, sand, apply primer, paint with an industrial enamel (Sherwin Williams Kem 400), apply top coat.

Fire Station 4 – This tank is grounded. Install an emergency shut off switch, install a Morrison Brothers #918 mechanical clock gauge with battery operated overfill alarm, seal the tank top penetrations, repair cracks and paint.

Fire Station 5 – Ground the tank, install an emergency shut off switch, install a Morrison Brothers #918 mechanical clock gauge with battery operated overfill alarm, seal the tank top penetrations, repair cracks and paint.

Fire Station 6 – This tank is grounded. Install an emergency shut off switch, seal the tank top penetrations, repair cracks and paint. Calibrate the Morrison Brothers mechanical clock gauge with battery operated overfill alarm.

Fire Station 7 – This tank is grounded, has an emergency shut off switch and a Morrison Brothers mechanical clock gauge with battery operated overfill alarm. It will require sealing the tank top penetrations and calibration of the Morrison Brothers mechanical clock gauge with battery operated overfill alarm. There are no apparent cracks in the tank exterior. However, if cracks are found they will need to be repaired and the tank will need to be painted. If no cracks are found, then sealing of the tank top penetrations and calibration of the Morrison Brothers mechanical clock gauge with battery operated overfill alarm will be all that is required for this tank.

11300 Research Road Fueling Center fuel tanks – Both tanks need to be grounded. Both tanks have emergency shutoff switches. Both tanks have Morrison Brothers mechanical clock gauges with battery operated overfill alarms that need to be calibrated. Both tanks need the cracks repaired, the tank top penetrations sealed and painting.

6726 Walnut Street Fueling Center tank requires grounding, crack repairs, tank top penetration sealing, power washing, removal of the two existing clock gauges and install two Morrison Brothers #918 mechanical clock gauges with battery operated overfill alarms.

Repair and Repaint Guidelines for the Convault Concrete Fuel Tanks:

Go to www.convault.com/content/pdfs/repairrepaint.pdf for the repair and repaint guidelines for the Convault Concrete Fuel Tanks.

Repaint Guidelines for the Steel Tank:

Sand, apply primer, paint with an industrial enamel (Sherwin Williams Kem 400) and apply top coat.

Guidelines for the Aggregate Tanks:

Powerwash



GENERAL INFORMATION
CITY OF FRISCO PURCHASING

BID FORM
1503-044
FUEL TANK REPAIR AND PAINTING

Item	Cost	Unit
Fire Station #2		Lump Sump
Fire Station #3		Lump Sump
Fire Station #4		Lump Sump
Fire Station #5		Lump Sump
Fire Station #6		Lump Sump
Fire Station #7		Lump Sump
11300 Research Road Public Works Service Center		Lump Sump
6726 Walnut Street Service Center		Lump Sump
Grand Total		Lump Sump

Hourly Labor Rate for additional repairs: _____ HR
% mark-up (not margin, but direct markup) on parts/supplies: _____ %

Reference 1:
Company Name _____ Contact Name _____
Address _____ Email _____
City _____ State _____ Phone _____

Reference 2:
Company Name _____ Contact Name _____
Address _____ Email _____
City _____ State _____ Phone _____

Reference 3:
Company Name _____ Contact Name _____
Address _____ Email _____
City _____ State _____ Phone _____

Warranty provided with the bid? Yes ____ No ____

Completion of Services requested herein after receipt of Purchase Order: _____days.

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

"I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: _____

Address of Bidder: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/SSN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____